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NOT CIRCULATE

A G R E E M E N T

between

CITY OF ASBURY PARK  
MONMOUTH COUNTY, NEW JERSEY

and

LOCAL UNION 384  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
AFL-CIO-CLC

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JANUARY 1, 1975 THROUGH DECEMBER 31, 1976

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## PREAMBLE

This Agreement entered into this day of , 1975  
by and between CITY OF ASBURY PARK in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "City," and LOCAL 384 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC, hereinafter referred to as the "Union," represents the complete and final understanding on all bargainable issues between the City and the Union.

## ARTICLE I

## GENERAL

The City of Asbury Park hereinafter referred to as the City, and Local 384 of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the Union, in order to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights and well-being of the members of the Fire Department, hereby agree as follows:

## ARTICLE II

PUBLIC EMPLOYEES

The Fire Department and individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public. .

### ARTICLE III

## RECOGNITION

The City recognizes the Union for the purposes of collective negotiations as the exclusive representative of the individual members of the Union, including all Captains, and Deputy Chiefs.

#### ARTICLE IV

##### CHECK-OFF

Upon written authorization by an employee and approved by the Union President, the City agrees to deduct from the wages of each employee the sum specified by the Union Treasurer for dues, and deliver the said sum to the Union on a monthly basis. In the event an employee does not have any monies due and owing to him, or if the monies due and owing to him are not large enough to satisfy the assignment for dues, no sums of money shall be deducted from the employee for that month. In such event, however, the Union will collect the dues due and owing, if not deducted from monies due and owing to the said Union member.

#### ARTICLE V

##### PROBATION PERIOD

All new employees shall serve a probationary period of ninety (90) days and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement and applicable Civil Service Statutes, Rules and Regulations of the State of New Jersey. All employees who have worked ninety (90) days shall be known as permanent employees, and the probationary period shall be considered part of the seniority time.

#### ARTICLE VI

##### MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administration control of the City Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

#### ARTICLE VII

#### SENIORITY LIST

The Fire Department shall establish a seniority list and it shall be brought up-to-date on January 1st of each year and immediately posted thereafter on the Central Fire Station and Substation boards, for a period of not less than thirty (30) days and a copy of same mailed to the Secretary of the Union. Any objections to the Seniority List as posted shall be reported to the Chief of the Department within ten (10) days or it shall stand approved.

## ARTICLE VIII

### HOURS OF DUTY AND TOURS OF DUTY

A. Pursuant to the provisions of Chapter 73, P.L. of New Jersey, 1948, as amended by Chapter 100, P.L. 1949, (Revised Statutes 40:47-47:2), there is hereby established in the Fire Department, the following schedule of actual duty of the members thereof for an average forty-two (42) hours per week in an eight (8) week cycle, except as hereinafter provided.

B. The tours of duty of the uniformed members of the Fire Department are hereby divided into four parts: Tour No. 1, Tour No. 2, Tour No. 3 and Tour No. 4.

C. The personnel of the Fire Department, except the Chief of the Fire Department, the Deputy Chief of the Fire Department and Combustible Inspector, shall be assigned by the Chief of the Fire Department, subject to the approval of the City Manager, to the various tours of duty herein described.

D. Tours of duty shall be a day tour and a night tour. The day tour shall be from 8:00 A.M. to 6:00 P.M. The night tour of duty shall be from 6:00 P.M. to 8:00 A.M. of the following day.

E. The tours of duty in each eight (8) week cycle shall be as follows:

	TOURS OF DUTY			
	Tour No. 1	Tour No. 2	Tour No. 3	Tour No. 4
1st Day	Off Duty	Night	Off Duty	Day
2nd Day	Off Duty	Off Duty	Night	Day
3rd Day	Day	Off Duty	Night	Off Duty
4th Day	Day	Off Duty	Off Duty	Night
5th Day	Off Duty	Day	Off Duty	Night
6th Day	Night	Day	Off Duty	Off Duty
7th Day	Night	Off Duty	Day	Off Duty
8th Day	Off Duty	Night	Off Duty	Day
9th Day	Off Duty	Night	Off Duty	Day
10th Day	Off Duty	Off Duty	Night	Day
11th Day	Day	Off Duty	Night	Off Duty
12th Day	Day	Off Duty	Off Duty	Night
13th Day	Off Duty	Day	Off Duty	Night
14th Day	Night	Day	Off Duty	Off Duty
15th Day	Night	Off Duty	Day	Off Duty
16th Day	Off Duty	Night	Off Duty	Day
17th Day	Off Duty	Night	Off Duty	Day
18th Day	Off Duty	Off Duty	Night	Day
19th Day	Day	Off Duty	Night	Off Duty
20th Day	Day	Off Duty	Off Duty	Night
21st Day	Off Duty	Day	Off Duty	Night
22nd Day	Night	Day	Off Duty	Off Duty
23rd Day	Night	Off Duty	Day	Off Duty
24th Day	Off Duty	Night	Day	Off Duty
25th Day	Off Duty	Night	Off Duty	Day
26th Day	Off Duty	Off Duty	Night	Day
27th Day	Day	Off Duty	Night	Off Duty
28th Day	Day	Off Duty	Off Duty	Night
29th Day	Off Duty	Day	Off Duty	Night
30th Day	Night	Day	Off Duty	Off Duty
31st Day	Night	Off Duty	Day	Off Duty
32nd Day	Off Duty	Night	Day	Off Duty
33rd Day	Off Duty	Night	Off Duty	Day
34th Day	Off Duty	Off Duty	Night	Day
35th Day	Day	Off Duty	Night	Off Duty
36th Day	Day	Off Duty	Off Duty	Night
37th Day	Off Duty	Day	Off Duty	Night
38th Day	Night	Day	Off Duty	Off Duty
39th Day	Night	Off Duty	Day	Off Duty
40th Day	Off Duty	Night	Day	Off Duty
41st Day	Off Duty	Night	Off Duty	Day
42nd Day	Off Duty	Off Duty	Night	Day
43rd Day	Day	Off Duty	Night	Off Duty
44th Day	Day	Off Duty	Off Duty	Night
45th Day	Off Duty	Day	Off Duty	Night
46th Day	Night	Day	Off Duty	Off Duty
47th Day	Night	Off Duty	Day	Off Duty
48th Day	Off Duty	Night	Day	Off Duty
49th Day	Off Duty	Night	Off Duty	Day
50th Day	Off Duty	Off Duty	Night	Day
51st Day	Day	Off Duty	Night	Off Duty
52nd Day	Day	Off Duty	Off Duty	Night
53rd Day	Off Duty	Day	Off Duty	Night
54th Day	Night	Day	Off Duty	Off Duty
55th Day	Night	Off Duty	Day	Off Duty
56th Day	Off Duty	Night	Day	Off Duty

## ARTICLE IX

### OVERTIME

In the event that a need for overtime should occur in the Department because of vacations, sickness or other unforeseen conditions, the officer in charge shall call the next Fire Fighter to work overtime. All overtime shall be paid at one and one-half (1½) times the basic rate of pay to any member of the Union working in excess of his scheduled tour of duty, if said Union member has not been on sick leave (excluding injury leave) during his particular cycle of duty. A cycle shall consist of two (2) ten (10) hour days and two (2) fourteen (14) hour nights. No Union member will be required to work more than twenty-four (24) hours continuous duty except in cases of emergency declared by the Chief or the City Manager, but said Union member reserves the option to do so at his own discretion, except in emergency situations as aforesaid. All Union members working consecutive tours of duty will be allowed a one (1) hour "meal break", with pay, prior to or at the commencement of the succeeding tour of duty. All overtime will be voluntary, except as aforesaid in the event of an emergency, and shall be maintained by a seniority list kept by official records of the Department. A copy of said list shall be posted on the bulletin board and this record shall show the date of call and the response from each person called, as to whether it was refused, on duty, no answer, sickness, or vacation. If a Union member refuses, cannot be reached, or is sick, he will be automatically passed by until a complete cycle of the seniority list has been made. This list shall pertain to tours of duty only.

## ARTICLE X

### VACATIONS

A. A member shall be granted a vacation if earned in each vacation year without loss of pay. The vacation year shall be September 1 to August 31. Vacations shall be taken between September 1 and August 31 of the ensuing year; however, the Chief of the Fire Department reserves the right to limit the number of vacations during the months of July and August, and shall determine and approve the dates and times of vacation to be taken by the members of the Union.

B. Length of service for vacation purposes shall be determined by completed years of service as of August 31 of the earning year and shall be allowed to the employee member based on seniority of service.

C. Vacations shall be earned in the following manner:

during the first year of service:  
two-thirds (2/3) of a day per month,  
to accrue monthly.....not to exceed 8 working days  
commencing 2nd through 4th year.....8 working days  
commencing 5th through 9th year.....10 working days  
commencing 10th through 14th year.....12 working days  
commencing 15th through 19th year.....14 working days  
commencing 20th year.....16 working days  
commencing 21st year and thereafter.....17 working days

ARTICLE XI

COMPANY STRENGTH

It is agreed that the City shall keep at least one (1) Truck Company and one (1) Engine Company in service twenty-four (24) hours a day. Engine Company to consist of one (1) officer and three (3) fire fighters. A Truck Company to consist of one (1) officer and three (3) fire fighters. One (1) ambulance operator and one (1) man to fill-in for vacations.

ARTICLE XII

INJURY LEAVE

A. Whenever a permanent employee of the Union is incapacitated from duty because of a physical injury sustained in the performance of his duty, he shall receive his salary less such amounts as shall accrue or be paid to said injured member by temporary disability Workmen's Compensation benefits and whenever the same is possible, the said Workmen's Compensation benefits shall be deducted from the pay of the injured member.

B. The said employee shall, as soon as practicable, after a physical injury has occurred, file a Workmen's Compensation Petition, and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

C. The provisions herein recited in the event of a physical injury to an employee herein referred to shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said employee is not permitted or is unable by reason of certification by a City physician to perform such duties as shall be directed by the Chief of the Fire Department, or his designee, resulting from said physical injury, shall not be charged against sick leave of the said employee.

ARTICLE XIII

SICK LEAVE

A. All permanent employees, or full time probationary employees of the Union shall be entitled to sick leave with pay. Sick leave may be utilized by the said employees when they are unable to perform their work by reason of personal illness or nonwork connected accident. Employees' sick leave shall not be used to allow the employee to serve as a nurse or housekeeper during extended periods of illness for any immediate member of his household. A maximum of two (2) days will be considered to be permitted to be used for the said employee's sick leave while other arrangements are made for family coverage.

B. The City agrees to continue its present sick leave program of fifteen (15) working days per year, cumulative from year to year, and for any fraction of a year at the rate of one and one fourth ( $1\frac{1}{4}$ ) days per month. The minimum sick leave with pay shall accrue to all probationary employees on the basis of one day a month for the first calendar year of employment, after the initial appointment of said probationary employee.

C. If an employee is absent for reasons that entitle him to sick leave, his immediate supervisor shall be notified promptly as of the time of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. Failure to so notify the supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

1. Absence without notice as hereinbefore provided for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness and physician's certification that said employee is able to return to full duty.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

(b) The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Using each full calendar year that an employee is actively employed, an additional four (4) days vacation will be granted in the following year's vacation only, if the employee has perfect attendance during the earning year. *(Aug. 1 - July 31)* Two (2) days vacation will be added to the employee's regular vacation if he does not have perfect attendance during the calendar year as aforesaid, providing, however, that the said employee has less than six (6) days off from his normal, usual and regular attendance, providing also, however, that the amount of time to be computed for days off shall be exclusive of bereavement time and/or specially granted award time. The said extra vacation days are to be granted during the vacation period commencing September of the year following completion of any period of time herein referred to, and the earning period for said additional vacation days shall be computed by completed years of service as of August 31, 1975.

#### ARTICLE XIV

#### HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance

for all full time employees, their spouses and dependent children. As to dependent children, the same shall be those children that are determined to be dependent children as interpreted by the insurance carrier. Insurance coverage shall be by Blue Cross/Blue Shield with a Rider J included therein. The City, however, shall have the option of providing identical insurance by any other insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid for by the City.

#### ARTICLE XV

##### LEAVE FOR UNION BUSINESS

A. The City agrees that a maximum number of four (4) members to be designated by the Union, including the State Delegate, shall be granted leave with pay, to attend state or national conventions/pursuant to R.S. 11:26C-4, provided, however, that the Union notifies the City in writing of its intentions so to do no later than one (1) week prior to the time leave is to be taken. It is further understood and agreed upon by and between the parties hereto that the maximum time allowed for state or national conventions shall not exceed five (5) days including travel time in any calendar year pursuant to Civil Service Rules of the State of New Jersey 4:1-17.4. It is further agreed that, for purposes of conventions, etc. as herein referred to, there shall be a limitation of one (1) man per working tour permitted to attend such convention, etc. Leave for Union business within the city limits of Asbury Park, shall be on forty-eight (48) hours notice to the City in writing, as aforesaid.

#### ARTICLE XVI

##### DEATH LEAVE

A. Employees shall be granted three (3) working days off for death with pay. in the immediate family, / The immediate family shall consist of father, mother, spouse, children, sister, brother, and, if residing in the same household with the employee, father-in-law or mother-in-law.

## ARTICLE XVII

### CALL BACK FOR ALARMS

A. Employees recalled to duty because of an emergency shall be paid the actual time worked, but not less than two (2) hours pay at the rate of one and one-half (1½) times the basic pay of the said employee. It is understood and agreed by and between the parties hereto that all employees living outside of a five (5) mile radius of Fire Headquarters will not be called back for emergency duty. Employees' call back for emergency duty will be given priority for said call backs, if they reside within the five (5) mile radius aforesaid, but mutual aid calls from other municipalities, areas or fire departments may occur simultaneously with call backs for emergency duty.

B. If, in the reasonable discretion of the Chief of the Fire Department, or of the Officer in Charge, an employee reports late to a "call back for alarm" or an emergency, he shall not receive the same consideration for overtime pay, and the amount the said employee shall receive shall be at the reasonable discretion of the Chief of the Fire Department or other superior officer in charge.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

A. In the event any employee or group of employees of the Union shall have a grievance or complaint, an earnest effort shall be made to settle the grievance or complaint promptly through the following procedures:

B. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an employee, his Union representative or the City.

#### C. Steps of the Grievance Procedure

##### Step One:

The Union Grievance Committee, upon receiving a written and signed petition from an employee, shall determine if the grievance exists. If, in their opinion, no grievance exists, no further action shall be taken.

##### Step Two:

In the event a grievance does exist, the Grievance Committee, shall

with or without the physical presence of the aggrieved employee(s), present the grievance within ten (10) days of the occurrence of same to the Chief of the Department for resolution. The Chief shall then conduct a meeting with the aggrieved(s) and the Union President, or his designee, within seventy-two (72) hours upon receipt of the grievance. The Chief will then render a decision no later than seventy-two(72) hours after conducting the meeting. Failure to reply to the said grievance shall constitute a denial of same. The time within which the said meeting and reply shall be made, shall exclude weekends and holidays.

Step Three:

In the event no settlement is reached in Step Two aforesaid within seventy-two (72) hours excluding weekends and holidays, the grievance shall be presented in writing to the City Manager, who within the next seventy-two (72) hours excluding weekends and holidays, will conduct a meeting with the aggrieved(s), his representative(s) and such other parties as may be involved. The City Manager may render a decision verbally, to be confirmed in writing within seventy-two (72) hours after the said meeting, excluding weekends and holidays.

Step Four:

In the event the grievance is not resolved to the satisfaction of the aggrieved(s), it shall be taken to binding arbitration in the following manner:

Within ten (10) days after the written decision referred to in Step Three has been made, the Union or the City may request N.J. / . to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Union equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of business.

D. City Grievances

Grievances initiated by the City shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between a representative of the City Manager,

Chief of the Fire Department and the Union in an earnest effort to adjust the differences between the parties.

#### ARTICLE XIX

##### SAFETY AND HEALTH

A. The City and Union shall cooperate fully in matters of safety, health and sanitation affecting the employees. The City shall furnish and replace coats, fire helmets, boots, oxygen masks and all other safety equipment which shall be required or worn by the men on duty, as the same has been directed by the Chief of the Fire Department and/or the City Manager.

1. The employee shall not be responsible for the loss, damage or theft of equipment.

#### ARTICLE XX

##### PARITY AND MANPOWER COMPLEMENT

Parity and Manpower Complement shall continue during the 1975-1976 term of this contract, but shall become a specific item for negotiations for the contract successor to the 1975-1976 contract, and shall not be automatically included in such successor contract. There shall be no disparity between the Fire Department and Police Department in any monetary category.

#### ARTICLE XXI

##### CLOTHING PAY

A. Each member shall receive a uniform allowance of Two Hundred Dollars (\$200.00) per year for replacement of those articles of clothing or uniform requiring replacement as a result of loss or damage to same.

B. Each member shall be allowed to purchase the necessary clothing and work related items, restricted however to a maximum of four (4) pre-selected suppliers whose names shall be agreed upon by and between the Chief of the Department and the Union.

ARTICLE XXII

SALARIES

A. The following salary guide shall be in effect for a term commencing January 1, 1975, and ending December 31, 1976:

1. Probationary Firefighters employed in 1975 shall commence their said employment with an annual salary in the amount of Eleven Thousand Dollars (\$11,000.00). Upon completion of the employee's probationary term, and appointment in a permanent capacity, the said employee shall receive the sum of Twelve Thousand One Hundred Dollars (\$12,100.00) per annum. Anything hereinbefore recited as to probationary firefighters shall be subject to and conditioned upon the recitals hereinafter referred to as to financial aid, and in the event said financial aid is not received, the probationary firefighters shall receive an annual salary of Ten Thousand Dollars (\$10,000.00) in 1975, and commencing January 1, 1976, the annual salary shall be Eleven Thousand Dollars (\$11,000.00), and all references as to salaries upon completion of probationary term and appointment on a permanent capacity shall become in effect.

2. In the event any monies are received by the City of Asbury Park from any source of supplemental New Jersey State aid not currently budgeted for or anticipated for 1975, or not specifically allocated for by a grant or otherwise for a specific use and purpose in the Asbury Park City budget, or by the terms, conditions and allocations for use of said monies for 1975, then and in such event the said employee shall receive the salaries as hereinafter provided for, subject to and conditioned on the following:

In the event the monies received as aforesaid in 1975 are not sufficient to pay the firefighter employees and other City employees the full amount of salary increases either contracted for, agreed upon or hereinafter negotiated for the year of 1975, then and in such event, all monies received by the City of Asbury Park in 1975, shall be allocated to the Firefighters and all other employees in the ratio of the amount of increase contracted for, agreed upon or hereafter negotiated for, in the said year 1975.

3. The salaries hereinafter enumerated for the year 1975 shall be subject to and conditioned upon the recitals hereinbefore set forth, and in the event the same shall not occur, all salaries shall remain as in existence as

is for 1975 and shall be effective commencing January 1, 1976, as hereinafter indicated:

FIREFIGHTER

<u>Commencing:</u>	<u>Per Annum:</u>
--------------------	-------------------

July 1, 1975.....	\$12,100.00
January 1, 1976.....	\$12,705.00
July 1, 1976.....	\$13,975.00

FIRE CAPTAIN

<u>Commencing:</u>	<u>Per Annum:</u>
--------------------	-------------------

July 1, 1975.....	\$13,500.00
January 1, 1976.....	\$14,305.00
July 1, 1976.....	\$15,975.00

DEPUTY CHIEF

<u>Commencing:</u>	<u>Per Annum:</u>
--------------------	-------------------

July 1, 1975.....	\$14,500.00
January 1, 1976.....	\$16,000.00
July 1, 1976.....	\$17,975.00

It is mutually agreed that the above schedules shall be into effect and the sums indicated therein shall become payable on January 1, 1976, regardless of whether or not any financial aid is received by the City.

ARTICLE XXIII

PAID HOLIDAYS

A. The following holidays shall be "paid Holidays". All members of the Union shall be compensated for fourteen (14) paid holidays per year as follows: (1) New Year's Day, (2) Lincoln's Birthday, (3) Washington's Birthday, (4) Good Friday, (5) Memorial Day, (6) Independence Day, (7) Martin Luther King Day, (8) Labor Day, (9) Columbus Day, (10) Election Day, (11) Veterans Day, (12) Thanksgiving Day, (13) Christmas Day, and (14) Easter Sunday. Payment shall be in the following manner if the same is due and owing to the employee: payment shall be made in a lump sum by November 15th. All members of the Union shall be compensated for paid holidays on the ten (10) hour working day of each employee whether worked or not..

B. In addition to the above holidays, each employee shall also be granted his birthday off with pay. When an employee's birthday occurs on his regular day off, he may use it to add to his accumulated time off or substitute another day off in place of his birthday with the agreement of the Chief

of the Fire Department or his designee.

#### ARTICLE XXIV

##### LONGEVITY PAY

A. Longevity pay shall be granted in accordance with the following pay schedule:

1. Beginning the fifth (5th) year through the ninth (9th) year of service - two and one-half per cent (2½%) of base pay;
2. Beginning the tenth (10th) year through the fourteenth (14th) year of service - five per cent (5%) of base pay;
3. Beginning the fifteenth (15th) year through the nineteenth (19th) year of service - seven and one-half per cent (7½%) of base pay;
4. Beginning the twentieth (20th) year of service - ten per cent (10%) of base pay.

B. Members of the Fire Department whose anniversary date falls between January 1, and June 30 shall be paid as of July 1. Members of the Fire Department whose anniversary date falls between July 1, and December 31 shall be paid as of January 1. This longevity pay shall be paid regularly as a part of the salary of the members of the Fire Department.

#### ARTICLE XXV

##### FIRE LABOR - MANAGEMENT COMMITTEE

A Fire Labor - Management Committee shall be established for the purpose of discussion, at mutually agreeable times, matters of mutual concern excluding amendments to this Agreement. This said Committee shall be limited to no more than three (3) labor and three (3) management members, and shall meet, except by mutual waiver in writing, no less than once every three (3) months at a date agreed upon by the City Manager and President of the Union.

#### ARTICLE XXVI

##### IMMUNIZATION INNOCULATIONS

A. The City shall provide yearly flu innoculations to all members of this Union, to be administered at a mutually agreeable date, but no later than November 1, as a precautionary measure against such illness as a result of contact while performing first-aid detail.

B. In the event that the City has facilities available to it to provide the use of City employees presently employed by the City, and without additional cost to the City, through the Department of Health of the City, a chest x-ray shall be provided to each member of this Union on a once a year basis, and the said report shall be incorporated in the employee's personnel record.

ARTICLE XXVII

TOUR EXCHANGE

A. The Chief of the Department, or the Officer in Charge, may grant in his discretion, the request of any two members of the Fire Department permission to exchange tours, or off-days, when the said change does not interfere with the operation of the Fire Department.

B. The employee member accepting the tour exchange shall be responsible as if he were working his own regular tour of duty, and the person requesting the change and the employee agreeing to accept the same, shall sign a form to be designed by the Fire Chief agreeing to same.

ARTICLE XXVIII

BULLETIN BOARD

The City agrees to provide a reasonable bulletin board space the size of which shall be within the discretion of the City, where notices of official Union matters may be posted by the Union.

ARTICLE XXIX

PERSONNEL FILES

No material or writings, relating to an employee's conduct, service, character or personality, shall be placed in the said employee's personnel file unless it is signed by the person submitting the information and shown to such member before it is incorporated into his file. Any employee of this Union shall have the right at reasonable times to examine his file if so desired.

ARTICLE XXX

RETIREMENT RECOGNITION

The City agrees to purchase retirement badges for any member who completes his service of employment in the Fire Department as an expression of appreciation and gratitude for the years of faithful service rendered to the

community. Service of employment shall consist of twenty (20) or more years.

#### ARTICLE XXXI

##### WORKING OUT OF JOB CLASSIFICATION

Any member employee who is required to accept the responsibility and to carry out the duties of a position or rank above which he normally holds and is classified for, shall be paid at the rate for that superior position or rank, while performing the duties of same. Providing however; that the said employee is carrying out such duties during the vacation period of the superior officer whose position he is assigned to, or such other period of time which the Chief of the Fire Department, in his discretion, approves.

#### ARTICLE XXXII

##### TERMINAL LEAVE

Each permanent employee, upon retirement after having served the required number of years which make the said employee eligible for retirement pay, shall receive one-half ( $\frac{1}{2}$ ) of his accumulated sick leave time, subject to and conditioned, however, that the said employee shall receive not more than one hundred thirty (130) days of full pay at the rate of pay in existence on the day of said employee's retirement.

#### ARTICLE XXXIII

##### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of Law or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

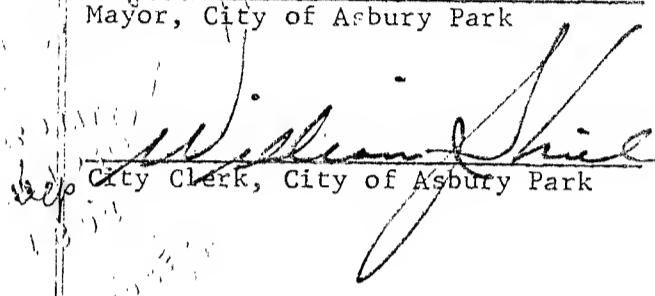
#### ARTICLE XXXIV

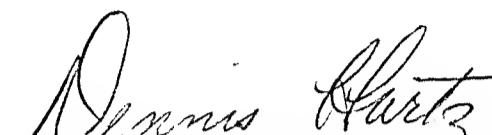
##### TERM AND RENEWAL

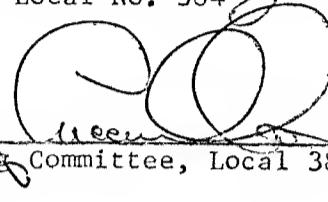
This Agreement shall be in full force and effect as of January 1, 1975. and shall remain in effect to and including December 31, 1976, and shall expire December 31, 1976.

IN WITNESS WHEREOF, the parties have hereunto set their hands and  
seals at Asbury Park, Monmouth County, New Jersey, on this day of  
, 1975.

  
Ray Lanner  
Mayor, City of Asbury Park

  
William Kiel  
City Clerk, City of Asbury Park

  
Dennis Hartz  
President, Local No. 384

  
Jerry Green  
Negotiating Committee, Local 384